

SECURITY AGREEMENT

AUG 28 1974 - 8 40 AM

INTERSTATE COMMERCE COMMISSION

NOTICE TO THE BUYER: (1) Do not sign this agreement or the exhibits attached hereto before you read it or if it contains any blank space. (2) You are entitled to a completely filled-in copy of this agreement and the exhibits attached hereto. (3) Under the law, you have the right to pay off in advance the full amount due and to obtain a partial refund of the finance charge, if any, provided for herein. (4) If you desire to pay off in advance the full amount due, the amount of refund you are entitled to, if any, will be furnished upon request.

SECURITY AGREEMENT, dated as of June 29, 1973, by and between

William F. Bort, Jr. , individuals (the "Debtors"), presently residing at 344 Liberty, San Francisco, California , and Professional Lease Management, Inc. (the "Secured Party"), a California corporation with its principal place of business at 555 California Street, Suite 3999, San Francisco, California.

DISCLOSURES REQUIRED BY LAW

Debtors plan to purchase two special purpose, 33,000 gallon (U.S.) tankcars ICC #122A340W, equipment registry number per the official railway register CHRX 1039 & 1040 from Professional Lease Management, Inc. ("PLM"). The terms and conditions of the purchase of the tankcars are set forth in the Purchase Contract, which is attached as Exhibit "A" and is hereby incorporated herein by this reference and is specifically made a part of this Security

Agreement. PLM plans to extend credit to Debtors for the purchase of the tankcars. Debtor's obligation to repay the credit extended is evidenced by the Promissory Note which is attached hereto as Exhibit "B" and is hereby incorporated herein by this reference and is specifically made a part of this Security Agreement. The following disclosures are made in connection with the proposed extension of credit to purchase the tankcars:

1. CASH PRICE (Incl. \$ 11,810 for Canadian taxes)	\$ 60,000
2. CASH DOWN PAYMENT	\$ 12,000
3. UNPAID BALANCE OF CASH PRICE	\$ 48,000
4. AMOUNT FINANCED	\$ 48,000
5. <u>FINANCE CHARGE</u>	\$ 18,404.08
6. TOTAL OF PAYMENTS (Sum of 3 and 5)	\$ 66,404.08
7. DEFERRED PAYMENT PRICE (Sum of 1 and 5)	\$ 78,404.08
8. <u>ANNUAL PERCENTAGE RATE</u>	9.5%

TOTAL OF PAYMENTS is payable in monthly installments commencing on 7/29 , 1973, in equal payments of \$ 536.94 plus an irregular or BALLOON PAYMENT of \$ 37,535.07, due on 12/29 , 19 77. The BALLOON PAYMENT may be refinanced at the same interest rate and with the same periodic payments as provided for in the Promissory Note; provided, however, that if the California Retail Installment Sales Act is not applicable to this Security Agreement or the attached exhibits, Debtors shall not have the right to refinance the BALLOON PAYMENT. If the Promissory Note is paid in full before the final installment date, the Debtors shall receive a rebate of precomputed interest computed under the Rule of 78s. If Debtors default in payment

in part or in whole of any installment when due, the whole of the principal sum shall, at the option of PLM, become immediately due and payable. Debtors will also be liable for costs of collection and reasonable attorneys' fees in the event of a default in payment of the Promissory Note. The additional terms and conditions are set forth in the Promissory Note. The TOTAL OF PAYMENTS and any future sums expended for Debtors will be secured by this Security Agreement and this Security Agreement covers leases of the tankcars entered into after the extension of credit, and the proceeds, if any, upon the sale of the tankcars.

IN CONSIDERATION of the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. To secure repayment of the Promissory Note and all interest thereon and any future payments made by the Secured Party to or for the account of Debtors under this agreement or as otherwise authorized by law, Debtors hereby grant to Secured Party security interests in the following property (collectively, the "Collateral"):

(a) Two 1966 Union Tankcar Manufactured, 33,000 gallon, 100 ton truck, Liquid Propane Gas (LPG) tankcars capacity class ICC #122A340W, number per official railway register CHRX 1039 & 1040

(b) The lease entered into by Secured Party for and on behalf of Debtors with Canadian Hydrogas Resources, Ltd. under an agreement dated December 5, 1972, for the lease of the tankcars described in paragraph 1(a) above (the "Lease Agreement") and any other lease agreement entered into by Debtors or their agent for the lease of such tankcars together

with the right to any payments due or to become due thereunder for any reason including any payments resulting from the exercise of any option therein.

This security interest shall cover and vest in all of the aforementioned property and all the proceeds from the sale or other disposition of any and all of the foregoing. Notwithstanding anything contained herein to the contrary, Secured Party shall have no obligation to perform and shall have no liability for any of the terms and conditions of the Lease Agreement, or the breach thereof.

2. Debtor represents and warrants to Secured Party that:

(a) Debtors are the sole owners of the Collateral, and except as otherwise provided in the Lease Agreement and the Management Contract attached hereto as Exhibit "C", and incorporated herein by this reference, no other person, entity, agency or government has or purports to have any right, title, lien, encumbrance, adverse claims, or interest in any Collateral.

(b) The granting of the security interest herein does not render Debtors in default under any other security agreement.

(c) Any and all information now or hereafter supplied to the Secured Party, or at the Secured Party's request or instruction is correct.

3. Debtors covenant and agree with Secured Party that:

(a) Debtors shall not sell, assign, lease or

offer to sell or otherwise dispose of any Collateral or encumber the Collateral in any way without the prior written consent of the Secured Party. Debtors shall also keep the Collateral in good order and repair and will not waste or destroy all or any part of it or use it in violation of any policy of insurance covering the Collateral or any law, ordinance, rule, regulation or order of any governmental body, agency or commission.

(b) The risk of loss of the Collateral is on Debtors and they shall pay for and obtain insurance at all times against all risks of loss or damage by fire (including so-called extended coverage), theft and such other risks as is reasonably necessary to adequately protect the Collateral. All the insurance policies now in force or hereafter acquired shall contain an appropriate endorsement naming Secured Party as additional insured or loss payee to the extent of its security interest in the Collateral. Debtors shall furnish to Secured Party on demand all insurance policies or, if Secured Party agrees, such other evidence of insurance in a form satisfactory to Secured Party.

(c) Debtors, at their own expense, shall take or cause to be taken such action or refrain from so doing as the Secured Party may at any time, or from time to time, reasonably request or as may be necessary or appropriate to preserve or defend or cause to be preserved or defended the respective rights of the Secured Party in and to all or any of the Collateral or the proceeds thereof.

(d) At the request of Secured Party, Debtors shall join with Secured Party in executing one or more financing statements or other notices or statements complying with the requirements of applicable federal or state law and otherwise in the form approved by Secured Party, including the execution of (1) a formal assignment of the Lease Agreement by Secured Party to Debtors, (2) the Short Form Lease attached as Exhibit "B" to the Lease Agreement and (3) a short form security agreement in the proper form for filing with the Interstate Commerce Commission granting to Secured Party the security interest in the Lease Agreement as herein provided.

(e) Debtors shall pay promptly when due all taxes, assessments, charges, encumbrances and liens now or hereafter affecting the Collateral.

(f) Debtors shall promptly notify the Secured Party of (1) any adverse changes in any information previously supplied, (2) any change in Debtors' residence or place of business and (3) such other facts or happenings which may affect the Secured Party's interest in the Collateral.

(g) Secured Party may at its option pay and discharge taxes, liens, encumbrances or security interests at any time levied or placed on the Collateral and may pay for insurance and the costs of maintaining and preserving the Collateral. The amount so allowed shall be secured by the Collateral and Debtors shall, on demand, reimburse the Secured Party for any payment made or expense so incurred. All sums expended by

Secured Party under this subparagraph (g) shall bear interest at the rate of 9-1/2% per annum.

4. Debtors shall be in default under this agreement on the happening of any one or more of the following events or conditions:

(a) Any warranty, representation or statement made or furnished to the Secured Party by or on behalf of Debtors is false in whole or in part in any material respect.

(b) Default in the punctual payment when due of interest and principal under the Promissory Note or any part thereof, and breach of any covenant or agreement contained or referred to in this Security Agreement.

(c) Insolvency of Debtors or the commencement of any proceedings by or against Debtors under the Federal Bankruptcy Act or under any state insolvency law or for the appointment of a receiver of any part of their property, or a voluntary assignment for the benefit of creditors by or for Debtors.

(d) Secured Party in good faith deems itself insecure on account of (1) the prospect of repayment of the Promissory Note is impaired, (2) the prospect of performance of any covenant or agreement is impaired, or (3) the value or priority of the Secured Party's security interest is impaired.

5. Upon the occurrence of any default, the Secured Party may declare all obligations secured by this Agreement immediately due and payable, and shall have, in addition to those herein provided, all the rights and remedies under the California Uniform Commercial Code, or

other applicable law. All the rights and remedies of the Secured Party shall, to the full extent permitted by law, be cumulative. The rights and remedies of Secured Party shall include, without any limitation of the foregoing, the following:

(a) The Secured Party shall have the right to take immediate possession of the Collateral without judicial process, and in connection therewith, Debtors shall make the Collateral available to the Secured Party at a place or places in accordance with the Secured Party's instructions.

(b) Except as otherwise limited by the California Uniform Commercial Code and, if applicable, the California Retail Installment Sales Act, the Secured Party after reasonable notice as hereinafter defined may sell, lease or otherwise dispose of any or all of the Collateral, with or without taking possession, in its then condition or following any commercially reasonable preparation or processing. A sale or lease of the Collateral may be at whole-sale or retail, by public or private proceedings, at any time after expiration of reasonable notice as hereinafter defined and at such place, in such manner and on such terms as the Secured Party may determine, and Secured Party shall have the right to purchase all or any part of the Collateral at any public or private sale. Any notice of sale, disposition or other intended actions by the Secured Party, sent to the principal place of business of Debtor at least ten (10) days prior to such action,

shall constitute reasonable notice to Debtors; such notice shall conform to the requirements of California Civil Code Sections 1812.2 and 1812.3 if the California Retail Installment Sales Act is applicable.

(c) If the Secured Party takes immediate possession, constructive or otherwise, upon default as provided by this Agreement or by law, it shall be treated, at its option, as a secured party in possession under California Commercial Code Section 9505; provided, however, that if the California Retail Installment Sales Act is applicable, Secured Party's right to retain the Collateral in satisfaction of Debtor's obligations shall be governed by California Civil Code Section 1812.2.

(d) In exercising any of the rights or remedies granted the Secured Party, it shall be entitled in addition to those costs and expenses provided herein or by law, all reasonable attorneys' fees and legal expenses in connection therewith.

(e) If, in exercising any of the rights or remedies granted the Secured Party under this agreement, the amount received by Secured Party is less than the amount of the obligations secured by this Agreement, Debtors shall be liable for any deficiency; provided, however, that if the California Retail Installment Sales Act is applicable, the recovery of any deficiency shall be governed by Civil Code Sections 1812.2, 1812.4 and 1812.5.

(f) No waiver by Secured Party of any default

shall operate as a waiver of any other default or of the same default on a subsequent occasion.

(g) Debtor hereby waives the right to plead the statute of limitations as a defense to any and all obligations secured by this agreement to the full extent permitted by law.

6. To the extent permitted by law, Secured Party is hereby irrevocably appointed the attorney in fact of Debtors with full power of substitution to sign any certificate of ownership, registration card, application therefor, affidavits or documents necessary to transfer title to any of the Collateral, to receive and receipt for licenses, registration cards and certificates of ownership and to do all acts necessary or incident to the powers granted to Secured Party herein to the full extent Debtors could so act.

7. All rights and obligations under this Security Agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrative successors, assigns and legal representatives of the parties hereto.

8. All communications and notices hereunder or required by law shall be in writing and shall be mailed or delivered to Debtor and Secured Party at the addresses hereinabove set forth.

9. The provisions of this agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have

